The rule that a sworn copy is admissible, if the original is unavailable, is simply a plain instance of proving the accuracy of a statement by a witness who cannot remember the facts (here the contents of the original) which it records.

But despite these possible criticisms, concerning the validity of which a difference of opinion is of course possible, we shall have in Wigmore on Evidence a work which must certainly prove of the highest value to the profession.

PARSONS ON CONTRACTS. Ninth Edition. Three Volumes. Annotated by Prof. Williston, Mr. Keller, and Mr. John M. Gould. Boston: Little, Brown & Company, 1904. pp. 2159.

In these days of Specialization, "Parsons on Contracts" is an antiquity. It was in many respects a pioneer work when it was first published; it marked a distinct and important step in the development of law book making, not to say in the development of the law; and undoubtedly its author was a man of wide learning and of good abilities. But are those any reasons why we should cling to this publication which has outlived its usefulness long since, or why we should be asked to purchase it in its present form of a ninth edition, which is at least two-thirds made up of notes by others than the original author, and nine-tenths of the value of which consists in those same notes of others than the author.

"Parsons on Contracts" in and of itself has no place in the modern scientific development of study and instruction in the law of contracts—unless it be to mark a phase of their history. The original work contained a little of everything and not much of anything valuable on the law of simple contracts. The work treats many different kinds of contracts, but is not exhaustive nor very precise on any of them. For example we find treatises on Agency, Factors and Brokers, Trustees, Executors and Administrators, Guardians, Partnership, Negotiable Paper, Gifts, Infants, Sales of personal property, and the leasing of Real Property. What a conglomeration as a basis for the study of or instruction in the law of contracts! Doubtless for those who have made no close study of the various branches of law, the book might be said to furnish a starting point of information in the preparation of a pleading or a brief, but doubtless also there are several excellent digests now published which would much better serve this purpose. No one, we venture to say, who did not approach this work with a fairly good previously acquired knowledge of the law of simple contracts, could use it to advantage; and the beginner would be thrown into hopeless confusion by its unscientific method of treatment. We are well aware that it has been employed as a basis of instruction in some law schools, notably in our own, but the value of the course in contracts consisted in the notes dictated by the instructor, and the explanations and corrections of the text made by him.

A scientific treatment of the study of or instruction in law requires that fundamentals be dealt with and learned first and specializations afterward. Any other treatment is putting the cart before the horse. What then should be said of a work, which when published, was claimed to be a scientific and exhaustive treatise on the law of con-

tracts, but which discusses such specialized forms of contracts as Partnership, Bailment, Negotiable Paper and Agency, before it takes up the topic of "Consideration and Assent"? And yet that is just what is done in this remarkable work, a ninth edition of which the publishers now seek to justify. The chapter on Consideration begins on page 428 of the original work, and the preceding chapters, excluding the so-called "Preliminary Chapter," which consists of eight pages, are concerned with "Parties to a Contract," "Joint Parties," "Agents," "Factors and Brokers," "Trustees," "Guardians," "Partnership," "New Parties by Novation", "New Parties by Assignment," "Gifts," "Indorsements," "Infants," "Contracts of Married Women," and "Persons of Insufficient Mind to Contract." "Trustees" and "Guardians" treated in a book on contracts! Is it not amazing? But the wonders do not cease there. Book III deals with "Guaranty or Surety," "Marriage," "The Law of Telegraphic Communication," "Patents," "Copyright," "Trade Marks," "Shipping," "Insurance," (Marine, Fire and Life); Part II deals with such subjects as the "Statute of Frauds," "Statute of Limitations," "Interest and Usury," "Bankruptcy and Insolvency," and last, but not least, "The Constitution of the United States." The Constitution of the United States! That was about the only subject left in the law (with the exception of Real Property) and so *of course* he discusses it.

Who would think of looking into a work labeled "Contracts" for a treatise on Patents, or Copyrights or the Constitution of the United States? No one would expect to find them there and they should not be there. The original plan of the work was wrong or else the book was misnamed. Its most remarkable feature is its scope.

The book may have served a useful purpose once as an omnibus work, a sort of lexicon, called in its title "Contracts," because no other designation was available or because that title was as good as any. But to perpetuate it in the guise of a modern text book does a distinct injury to the cause of the development of law as a science, and offers a step-back to the advancement of the cause.

We feel strongly that there is no possible justification for this edition and that its only excuse is the "*notes*" attached to it, and those could have been much more usefully published in a separate volume. If the energy and ability displayed in annotating Parsons had been employed in the construction of a work on Pure Contracts, we would have hailed the effort with delight. Such a work would be a boon to students and if well done, a vast aid to the scientific development of the law. The student who has thoroughly mastered the law of Pure, simple contracts will find the law of specialized contracts, such as Partnership, Agency, Bailments and Insurance, not very difficult; they present only variations to be grafted upon his previously acquired knowledge. But the student who begins with the study of some of those special kinds of contracts, will necessarily be confused, will be sceptical of the scientific character of law, and will probably never acquire a clear and sound conception of the fundamentals of contract law.

Parsons on Contracts published to-day is an anachronism. It is at best a part of American legal history. Why not let it stand as such;

a monument to its author's laborious industry, and his painstaking capacity for compilation?

We think this ninth edition should not have been published at all, and therefore there is only left for consideration the "notes."

The notes by Prof. Williston are concise and precise, and if those of them which relate to the subject of pure contracts had been published separately from Parsons's work, they would have constituted an excellent and useful monograph. Their usefulness is very much impaired, and therefore their value depreciated by their connection with Parsons's work, because as they must of necessity follow the discursive and diffusive treatment of Mr. Parsons, they partake of that character. They miss coherence and logical sequence, because they follow the Parsons's text.

It is exceedingly regrettable that the ability and research exhibited in these notes should be to a considerable extent, at least, lost by reason of the fact that the notes follow the scattering fire of Parsons's blunderbus.

RUMSEY'S PRACTICE. Second Edition, Vol. III., Albany, N. Y.: Banks and Company, pp. liii, 828.

The present volume treats of actions relating to real property, actions relating to chattels, the particular actions specified in Chapter XV of the New York Code of Civil Procedure, and, proceedings supplementary to an execution against property.

An examination of volumes II and III of Rumsey's Practice does not give reason to change the opinion expressed in Vol. III of the COLUMBIA LAW REVIEW, p. 133, on the appearance of the first volume of this second edition, as to the general character of the work; but it may and should be said that the later volumes have materially strengthened the conviction there intimated that the reviser, Mr. John S. Sheppard, Jr., was performing his work with a care and thoroughness which did not mark some portions, at least, of the original work, and which greatly increase the value of the present edition. The work, now completed, in its present form, will undoubtedly be extremely useful to lawyers practicing in the Courts of Record of the State of New York.

SUMMARY OF THE LAW OF PRIVATE CORPORATIONS. By Leslie J. Tompkins. New York: Baker, Voorhis & Co. 1904. pp. xxxi, 264.

The standard treatises on the law of corporations are voluminous compilations, notably those of Judge Thompson and Mr. Cook, and in a lesser degree those of Mr. Morowitz and Mr. Taylor, and with their full citation of authorities, are better adapted for the use of the practitioner than the student. A text book setting forth succinctly the leading principles of the law of corporations for the benefit of students was therefore a real desideratum. Professor Tompkins has undertaken to satisfy this need, and the little book which he has prepared for this purpose is a very compact and readable summary of the subject. It is probably the best *summary* that has yet been written and is well adapted to give a very superficial knowledge of the subject, the sort of knowledge that would be perhaps sufficient for the purpose of passing a State Bar examination. The book, however, gives evidence of having been hastily prepared, and no attempt has been made to go below the surface of text book statements and judicial dicta